

A G R E E M E N T

BETWEEN

BLOOMFIELD BOARD OF EDUCATION

AND

BLOOMFIELD PUBLIC SCHOOLS SERVICE ASSOCIATION

X July 1, 1983 to June 30, 1985

TABLE OF CONTENTS

	<u>PAGE</u>
1. Preamble	3
2. Recognition	4
3. Negotiation Procedure	4-5
4. Grievance Procedure	5-9
5. Board of Education's Legal Prerogatives	9
6. Custodial and Maintenance Calendar	9-10
7. Daily Work Schedules, Overtime Policy and Shift Differential	11-13
8. Vacation Policy	13-14
9. Salary Guide for Custodians	15-16
10. Salary Guide for Maintenance Personnel	17-18
11. Rules Governing Employee's Absences	19-21
12. Maternity Leave Policy	22
13. Health-Care Insurance Programs	22-23
14. Payroll Savings Plan	23
15. Clothing Allowance	24
16. Lockers	24
17. Evaluations	24
18. Deduction from Salary	24-25
19. Association Rights and Privileges	25
20. License Requirement	25
21. Head Custodian - Substitute	26
22. Posting	26

1. PREAMBLE

This Agreement of twenty-six (26) pages entered into this 12th day of December, 1983, by and between the Board of Education of the Township of Bloomfield, New Jersey, hereinafter called the "Board", and the Bloomfield Public Schools Service Association, hereinafter called the "Association", is for the school fiscal year beginning July 1, 1983 and ending June 30, 1984, and for the school fiscal year beginning July 1, 1984 and ending June 30, 1985, and is in accordance with Chapter 303, Public Laws of 1968.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused this instrument to be duly executed by their proper officers and their seals affixed, the day and year first above written.

BLOOMFIELD BOARD OF EDUCATION

Hilda R. Taffet

Hilda R. Taffet

President

BLOOMFIELD PUBLIC SCHOOLS
SERVICE ASSOCIATION

Sebastian Mobilia

Sebastian Mobilia

President

Attest:

Richard L. Harvey

Richard L. Harvey

Secretary

Frank Pasquale

Frank Pasquale

Secretary

2. RECOGNITION

WHEREAS, The Bloomfield Public Schools Service Association represents the majority of the custodial and maintenance employees of the Bloomfield Board of Education whose salaries are determined in accordance with the custodial and maintenance salary guides; and

WHEREAS, Chapter 303 of the laws of 1968 provides that an association which enrolls the majority of public employees in a specific category of employment is the legal negotiating unit for such employees;

NOW, THEREFORE, BE IT RESOLVED, that the Bloomfield Board of Education recognizes the Bloomfield Public Schools Service Association as the official negotiating unit for those persons on the custodial and maintenance salary guides who are under contract to the Bloomfield Board of Education for the school year 1983-1984 and 1984-1985.

3. NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach an agreement on matters concerned with the terms and conditions of custodial, grounds and maintenance employees' employment and grievance procedures. Such negotiations shall begin not later than April 1 of the school year preceding the school year in which this Agreement shall be in effect. Any Agreement so negotiated shall apply to all custodial, grounds, and maintenance personnel, be reduced to writing and be signed by the Board and the Association. During negotiations, all agreements made by both parties shall be tentative until the entire Agreement has been negotiated.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection, records deemed to be pertinent to the conditions of employment except those defined as classified and confidential by the State Department of Education. Not later than January 15 of each year, the Board shall provide the Association with a tentative budget figure for the next school fiscal year.

C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals, and make counterproposals in the course of negotiations; however, final authority to approve proposals shall rest with the Board of Education and the Bloomfield Public Schools Service Association according to the Constitution and By-Laws of the Association.

3. NEGOTIATION PROCEDURE (continued)

D. If the Board and the Association are unable to agree, then either party may request of the other that the matter shall be submitted to advisory mediation. Such requests shall be in writing, and the acquiescence therein shall also be in writing. If either party refuses such request, the matter will be referred to the New Jersey Public Employment Relations Commission.

The Board and the Association each shall select an advisor and notify the other of the advisor selected within ten (10) work days after the request for advisory mediation. A third member, who shall be chairman, shall be named by the first two within ten (10) work days.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him, and the expense of the chairman shall be shared equally by the Board and the Association.

E. In the event an agreement cannot be reached, the matter shall be referred to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

MISCELLANEOUS

A committee of three (3) representatives of each party shall meet to discuss the administration of this Agreement upon request of either party at times mutually agreed. This committee shall not intrude upon the grievance procedure.

This Agreement shall not be modified in whole or in part, nor shall additional items be added by the parties, except by an amendment in writing approved by the Board and the Association.

4. GRIEVANCE PROCEDURE

Definitions

1. A "grievance" is a claim based upon an event or condition which effects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.

4. GRIEVANCE PROCEDURE (continued)

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

Procedure

Each employee has a right to be heard by his supervisor, principal, assistant superintendents, superintendent, and Board of Education, on conditions concerning his employment. It is understood that he will proceed through the levels outlined in this procedure. Grievances shall be submitted on a form available in the Office of the Principal.

All employees, including grievant or grievants, shall continue under the direction of the Superintendent and other administrators, regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.

It is the intent of both parties in interest to process all grievances as expeditiously as possible.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. GRIEVANCE PROCEDURE (continued)

Concerning all levels, both parties shall adhere to the following schedules for submitting and processing grievances except under unusual and extenuating circumstances.

A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) calendar days.

Level 1

Any employee covered by this Agreement who has a grievance shall discuss it first with his principal or immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2

If, as a result of the discussion, the matter is not resolved satisfactorily within five (5) school days, the grievant shall set forth his grievance in writing to the principal specifying:

- a. The nature of the grievance;
- b. The nature and extent of the injury, loss or inconvenience;
- c. The results of previous discussion; and
- d. His dissatisfaction with decisions previously rendered.

The principal or immediate supervisor shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written grievance.

Level 3

The grievant, no later than five (5) school days after receipt of the decision in the foregoing level, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing reciting the matter as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the grievant.

4. GRIEVANCE PROCEDURE (continued)

Level 4

If the grievance is not resolved to the grievant's satisfaction, he may request, no later than five (5) school days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

Level 5

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, and the Association wishes review by a third party, the grievance may be submitted to arbitration. If arbitration is requested, the Association shall notify the Board within ten (10) school days of receipt of the Board's decision in Level 4. Grievances concerning (a) any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; and (b) any matter not specifically part of this Agreement shall not be deemed to be arbitrable.

The American Arbitration Association shall be requested to submit a roster of persons qualified to function as an impartial arbitrator in the dispute in question and the arbitration shall be conducted in accordance with its rules and regulations.

The arbitrator shall limit himself to the interpretation and application of the terms of the Agreement, to the issues submitted to him, and shall not add to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be advisory only.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

4. GRIEVANCE PROCEDURE (continued)

MISCELLANEOUS

1. Any grievant may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.

5. BOARD OF EDUCATION'S LEGAL PREROGATIVES

The right to manage the school system and to direct the personnel and operation of the schools, subject to the limitations of this Agreement, is exclusively vested in and retained by the Board. Furthermore, nothing in this Agreement shall be construed to diminish or remove from the Bloomfield Board of Education, the authority or responsibilities which are vested in it by New Jersey Revised Statutes Title 18A.

6. CUSTODIAL AND MAINTENANCE CALENDAR 1983-1984

A. The following are the days when custodial and maintenance personnel will not report to work except for:

1. Keeping heat in buildings to protect from freezing.
2. Removal of snow
3. Emergency reasons

6. CUSTODIAL AND MAINTENANCE CALENDAR 1983-1984 (continued)

1983

July	4 Monday	Independence Day	Closed
September	5 Monday	Labor Day	Closed
	8 Thursday	Rosh Hashanah	Closed
October	10 Monday	Columbus Day	Closed
November	23 Wednesday	Thanksgiving Recess	*Early Dismissal
	24 Thursday	" "	Closed
	25 Friday	" "	Closed
December	23 Friday	Christmas Recess	*Early Dismissal
	26 Monday	" "	Closed
	30 Friday	" "	Closed

1984

February	20 Monday	Washington's Birthday	Closed
April	20 Friday	Good Friday	Closed
	23 Monday	Spring Recess	Closed
May	28 Monday	Memorial Day	Closed
June	29 Friday	Custodial Outing	Closed

*Early Dismissal Closing Hours:

7:30 - 4:30 shift - Close at 2:30 p.m.
 10:00 - 7:00 shift - Close at 5:00 p.m.
 2:00 - 11:00 shift - Close at 9:00 p.m.

B. Prior to the formulation of the school calendar, normally during the month of March, the Association shall submit to the Superintendent for consideration, a list of proposed holidays for the following school year.

7. DAILY WORK SCHEDULES AND OVERTIME POLICY

A. DAILY WORK SCHEDULES

In order to comply with the provisions of the Fair Labor Standards Act, the following daily work schedules will become effective July 1, 1983. These schedules are based on a straight forty (40) hour work week for the twelve months of the year.

Building Custodians

The regular work day for all full-time building personnel will be:

1. September 1 - June 30

(a) First Shift: 7:30 a.m. to 4:30 p.m. (one hour lunch)

(b) Second Shift in Schools Open Until 7:00 p.m.:
10:00 a.m. to 7:00 p.m. (one hour lunch)

(c) Late Shift in Secondary Schools:
2:00 p.m. to 11:00 p.m. (one hour lunch)

2. July 1 - August 31

(a) All employees 7:00 a.m. to 4:00 p.m. (one hour lunch) except as modified by Article 7 (D) (2).

Maintenance Department and Grounds Crew

1. September 1 - June 30

(a) First Shift: 8:00 a.m. to 4:30 p.m. (1/2 hour lunch)

(b) Second Shift: 10:00 a.m. to 7:00 p.m. (one hour lunch)

2. July 1 - August 31

(a) All employees: 7:00 a.m. to 3:30 p.m. (1/2 hour lunch)

7. DAILY WORK SCHEDULES AND OVERTIME POLICY (continued)

B. OVERTIME POLICY

1. When regular school programs or building rentals are scheduled during the above specified hours on weekdays, no custodial overtime will normally be authorized. It is intended that second shift men (until 7:00 p.m.) and late shift men (until 11:00 p.m.) will provide basic service for most such school or rental groups.

2. Card parties, dance recitals and other special events attended by several hundred persons may need special services requiring an additional man on duty. Please obtain prior aithorization from the Board Office to assign a man on overtime, as the renting organization will be charged extra for his time.

3. All absences of full time or part time personel are to be reported to the Board Office promptly by telephone so that substitute service may be arranged early.

4. Report all overtime worked while burglar alarm systems are being repaired to the Board Office on the next regular work day.

5. Please use ball point pen, not pencil, to complete overtime report sheets.

6. Overtime assignments are to be divided equally among all custodians assigned to a building.

C. OVERTIME COMPENSATION

1. One and one-half times the regular hourly rate will be paid for all hours after eight (8) hours in any day.

2. Time and one-half will be paid for all regular building checks during the period of the year when a building check is required every 24 hours, when buildings are unoccupied on Saturdays, Sundays and calendar holidays. If buildings are rented or otherwise occupied on Saturdays, Sundays or calendar holidays, the building check will be made during the hours of occupancy, and no additional overtime will be paid.

3. Required work on the following holidays shall be paid at twice the regular hourly rate for the period worked: July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Easter Sunday and Memorial Day.

C. OVERTIME COMPENSATION (continued)

4. In the event of an emergency call-in after an employee completes his or her work shift and leaves the premises, the employee will be guaranteed a minimum of two (2) hours work at one and one-half times the regular hourly rate of pay. Successive call-ins within the two (2) hour period will not be compensated unless the employee's time on the job extends beyond the conclusion of the two (2) hour period.

D. SHIFT DIFFERENTIAL

1. Late Shift employees will receive an additional compensation of 7% of their yearly salary.

2. Late Shift employees will work the Late Shift September 1 to June 30, and they will work the first shift July 1 to August 31, except that shifts may be changed on an as needed basis in accordance with past practice, to cover the operating needs of the buildings during school holidays and in the summer.

8. VACATION POLICY

A. VACATION ENTITLEMENT

The vacation entitlement for full time, twelve month custodial, grounds and maintenance personnel will be:

Experience on the Job <u>as of July 1</u>	Number of Work Days <u>Vacation Entitlement</u>
Less Than 12 Months	1/2 Day for Each Full Month Employed NO ALLOWANCE FOR LESS THAN ONE FULL MONTH
1-6 Full Years	11 Work Days
7-11 Full Years	15 Work Days
12-15 Full Years	17 Work Days
16-20 Full Years	20 Work Days
21 or More Full Years	22 Work Days

B. TIMING OF VACATIONS

1. Building custodian vacations will be taken during the time from the close of school in June through the months of July and August. Building custodians may also take vacation time during those periods when the schools are closed for vacation with the approval of the building principal.

2. Building head custodians will plan their vacations so as to be on duty during the last week of August. Exceptions to this rule should be requested through the Board Office.

3. Maintenance department and grounds crew personnel vacations may be scheduled during any month, subject to the supervisor's approval.

4. Maintenance department and grounds crew members who carry over vacation days will take these days off during the months of September through June.

C. NON-ACCRUAL

1. All vacation time is to be used each year and shall not be accrued.

2. Overtime will not be accumulated for vacation purposes.

D. VACATION SCHEDULES

1. Vacation schedules will be submitted to the Board Office by principals and supervisors on or before June 1. Please use 8-1/2 x 11 paper.

9. SALARY GUIDE FOR CUSTODIANS

EFFECTIVE JULY 1, 1983

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the custodial staff, only upon the recommendation of the Board Secretary, when said recommendation has been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

<u>STEP</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>STEP</u>
1	14,944	13,988	13,190	1
2	15,348	14,392	13,594	2
3	15,752	14,796	13,998	3
4	16,156	15,200	14,402	4
5	16,560	15,604	14,806	5
6	16,964	16,008	15,210	6
7	17,368	16,412	15,614	7
8	17,772	16,816	16,422**	8
9	18,580**	17,624**	17,230**	9
10	19,388**	18,432**	18,442***	10
11	20,600***	19,644***		11

**Double Increment (404) (404) (404)

***Triple Increment

Class I - Head Custodians in Junior and Senior High Schools, Head Groundsman

Class II - Head Custodians in Elementary Schools, Custodian in School Administration Building, Assistant Head Custodians in Junior and Senior High Schools.

Class III - Assistant Custodians in all school locations.

Assistant Head Custodians or Assistant Custodians who supervise Building Aides from 3:00-7:00 p.m. shall receive \$125 per year above their regular step.

The Assistant Head Custodian at the Senior High School shall receive \$325 per year above his regular step.

The Head Custodian at the Senior High School shall receive \$375 per year above his regular step.

SERVICE INCREMENT: A \$178 annual Continuous Service Increment will be paid to each employee who has completed eleven years of service, until he or she becomes eligible for longevity. Military service is not to be counted in determining eligibility for this increment. This payment ends when longevity begins.

LONGEVITY: \$354 additional after 20 years of service OR at age 60, increased to \$390 after 25 years of service, and further, \$320 additional after 30 years of service (as of June 30, 1983 with at least 10 consecutive years of service in Bloomfield). Maximum possible longevity is \$710.

9. SALARY GUIDE FOR CUSTODIANS

EFFECTIVE JULY 1, 1984

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the custodial staff, only upon the recommendation of the Board Secretary, when said recommendation has been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

<u>STEP</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>STEP</u>
1	15,475	14,459	13,610	1
2	15,904	14,888	14,039	2
3	16,333	15,317	14,468	3
4	16,762	15,746	14,897	4
5	17,191	16,175	15,326	5
6	17,620	16,604	15,755	6
7	18,049	17,033	16,183**	7
8	18,907**	17,891**	17,471**	8
9	19,765**	18,749**	18,329**	9
10	20,623**	19,607**	19,616***	10
11	21,910***	20,894***		11

**Double Increment (429) (429) (429)

***Triple Increment

Class I - Head Custodians in Junior and Senior High Schools, Head Groundsman

Class II - Head Custodians in Elementary Schools, Custodian in School Administration Building, Assistant Head Custodians in Junior and Senior High Schools.

Class III - Assistant Custodians in all school locations.

Assistant Head Custodians or Assistant Custodians who supervise Building Aides from 3:00-7:00 p.m. shall receive \$125 per year above their regular step.

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SERVICE INCREMENT: A \$178 annual Continuous Service Increment will be paid to each employee who has completed eleven years of service, until he or she becomes eligible for longevity. Military service is not to be counted in determining eligibility for this increment. This payment ends when longevity begins.

LONGEVITY: \$354 additional after 20 years of service OR at age 60, increased to \$390 after 25 years of service, and further, \$320 additional after 30 years of service (as of June 30, 1984 with at least 10 consecutive years of service in Bloomfield). Maximum possible longevity is \$710.

10. SALARY GUIDE FOR MAINTENANCE STAFF

EFFECTIVE JULY 1, 1983

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the maintenance staff, only upon the recommendation of the Board Secretary, when said recommendation has been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

<u>STEP</u>	<u>FOREMEN</u>	CARP ELEC <u>PLUMB</u>	<u>PAINTER</u>	<u>GM I</u>	<u>GM II</u>	<u>UTILITY</u>	<u>STEP</u>
1	17,918	16,212	15,462	14,772	13,801	13,329	1
2	18,391	16,685	15,935	15,245	14,274	13,802	2
3	18,863	17,158	16,408	15,718	14,747	14,275	3
4	19,336	17,631	16,881	16,191	15,220	14,748	4
5	19,809	18,104	17,354	16,664	15,693	15,221	5
6	20,282	18,577	17,827	17,137	16,166	15,694	6
7	20,755	19,050	18,300	17,610	16,639	16,167	7
8	21,701**	19,996**	19,246**	18,556**	17,585**	17,113**	8
9	22,647**	20,942**	20,192**	19,502**	18,531**	18,059**	9
10	24,066***	22,361***	21,611***	20,921***	19,950***	19,478***	10
	(473)	(473)	(473)	(473)	(473)	(473)	

**Double Increment
***Triple Increment

SERVICE INCREMENT: A \$178 annual Continuous Service Increment will be paid to each employee who has completed ten years of service, until he or she becomes eligible for longevity. Military service is not to be counted in determining eligibility for this increment. This payment ends when longevity begins.

LONGEVITY: \$354 additional after 20 years of service OR at age 60, increased to \$390 after 25 years of service, and further \$320 additional after 30 years of service (as of June 30, 1983 with at least ten consecutive years of service in Bloomfield). Maximum possible longevity is \$710.

10. SALARY GUIDE FOR MAINTENANCE STAFF

EFFECTIVE JULY 1, 1984

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the maintenance staff, only upon the recommendation of the Board Secretary, when said recommendation has been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

<u>STEP</u>	<u>FOREMEN</u>	<u>CARP ELEC PLUMB</u>	<u>PAINTER</u>	<u>GM I</u>	<u>GM II</u>	<u>UTILITY</u>	<u>STEP</u>
1	18,556	16,742	15,994	15,211	14,178	13,677	1
2	19,059	17,245	16,447	15,714	14,682	14,180	2
3	19,562	17,748	16,950	16,217	15,185	14,682	3
4	20,065	18,251	17,453	16,720	15,688	15,185	4
5	20,568	18,754	17,956	17,223	16,191	15,688	5
6	21,071	19,257	18,459	17,726	16,694	16,191	6
7	22,077**	20,263**	19,465**	18,732**	17,700**	17,197**	7
8	23,083**	21,269**	20,471**	19,738**	18,705**	18,203**	8
9	24,089**	22,275**	21,477**	20,744**	19,711**	19,209**	9
10	25,598***	23,784***	22,986***	22,253***	21,220***	20,718***	10
	(503)	(503)	(503)	(503)	(503)	(503)	

**Double Increment

***Triple Increment

SERVICE INCREMENT: A \$178 annual Continuous Service Increment will be paid to each employee who has completed ten years of service, until he or she becomes eligible for longevity. Military service is not to be counted in determining eligibility for this increment. This payment ends when longevity begins.

LONGEVITY: \$354 additional after 20 years of service OR at age 60, increased to \$390 after 25 years of service, and further \$320 additional after 30 years of service (as of June 30, 1984 with at least ten consecutive years of service in Bloomfield). Maximum possible longevity is \$710.

11. RULES GOVERNING EMPLOYEE'S ABSENCES

A. SICK LEAVE

1. The Board will grant fourteen (14) days of sick leave per year, on the basis of 1.2 days per month, to each full-time employee without deduction in pay, such leave being credited as of the first day of the school year. Unused sick leave in any year shall be allowed to accumulate.

2. Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.

3. In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education.

4. Sick leave is hereby defined to mean the absence from his or her post of duty, of the employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

5. Terminal Leave - Employees will be paid at the 1980 substitute rate of pay (\$24.80) per day for one (1) day for every four (4) days of unused accumulated sick leave upon retirement following sixty (60) days written notice, except in the event of an emergency, to the Board of their intention to retire. The maximum allowable accumulation of unused sick leave days shall be two hundred twenty (220) with respect to this provision. Retirement for this purpose means to be eligible for a pension from either the Public Employee Retirement System or having completed fifteen (15) years of service in the Bloomfield School District. Employees who meet these requirements but who die prior to retirement shall have the money paid to their estate.

B. EXTENDED ABSENCE FOR ILLNESS

When absence, under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each cause on its individual merits.

C. ALLOWANCE FOR ABSENCE OTHER THAN PERSONAL ILLNESS

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year:

11. RULES GOVERNING EMPLOYEE'S ABSENCES

C. ALLOWANCE FOR ABSENCE OTHER THAN PERSONAL ILLNESS (continued)

1. Death in the Immediate Family - An allowance of up to five (5) days leave shall be granted.

Definition: Immediate family shall include husband, wife, mother, mother-in-law, father, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Serious Illness in the Immediate Family - An allowance of up to three (3) days shall be granted. (Immediate family same as (1) above.)

3. Death of Relative of the Second Degree - An allowance of one (1) day's leave shall be granted.

Definition: Uncle, aunt, niece, nephew, cousin, or relative by marriage.

D. OTHER EMERGENCIES OF PERSONAL NATURE

An allowance of up to a total of three (3) days leave during a school year, with prior approval, by the Superintendent of Schools for the following reasons: (The three (3) day allowance is the total leave for 1, 2, 3 and 4. It is not three days' leave for each.)

1. Observance of a day of holy obligation (days on which the religious tenets of an employee's faith prohibits work).

2. Court subpoena

3. Marriage of employee.

4. A personal day may be taken from the three days allowed in Section D, if a letter is submitted to the Superintendent of Schools, preferably in advance, stating that the day's leave was necessary for urgent personal reasons. This provision may be rescinded temporarily or permanently by the Board upon recommendation of the Superintendent if abuses are evident. This may be done by a letter to the Association giving thirty (30) days' notice.

5. Any other emergency or urgent reason not included in 1 through 3 above, if approved by the Superintendent of Schools or the Board of Education.

11. RULES GOVERNING EMPLOYEE'S ABSENCES

E. ADDITIONAL ALLOWANCES

An allowance of a total of one (1) day leave during a school year, with prior approval for the following: (The one (1) day allowance is the total leave for 1, 2, 3, 4, 5, 6, 7 and 10. It is not one day for each.)

1. Moving
2. House Closing
3. Graduation of son, daughter, or spouse from college
4. To receive a degree
5. To take a special professional examination
6. To enter a son or daughter into his or her first year of college, provided a formal request is made to the Superintendent at least one (1) week prior to the day requested
7. To settle an estate
8. For paternity (2 days)
9. One (1) day will be allowed for both moving and house closing, if required.
10. Any other emergency or urgent reason not included in 1 through 9 above, if approved by the Superintendent of Schools or the Board of Education.

F. EMPLOYEE'S ABSENCE REPORT

For the protection of the employee and for the proper payroll accounting and audit, every absence for a half day or more must be accounted for on the regular Board of Education Employee's Absence Report.

12. MATERNITY LEAVE POLICY

Maternity leave will be granted in accordance with applicable New Jersey law.

The removal of any tenured or non-tenured employee from her duties should not be based solely on the fact of pregnancy of a specific number of months.

The removal of such an employee would be based on a noticeable decline in her performance, failure to produce certification from her physician, concurred in by the Board's physician, that she is medically able to continue her duties, or for any other just cause.

A tenured or non-tenured employee may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after the birth. Date of return may be further extended for proper cause. The Board of Education need not extend the leave of absence of a non-tenured employee beyond the end of the contract school year in which that leave is obtained.

A tenured or non-tenured employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

Similar leave provisions shall apply to any female employee under tenure adopting an infant child.

13. HEALTH CARE INSURANCE PROGRAMS

A. The Board of Education will pay the premium for each employee and his eligible dependents (full family coverage) limited to one family premium per household when more than one member is employed in the district who enrolls in the health-care insurance programs provided by the Board of Education.

B. Provisions of the health care insurance program shall be detailed in master policies on file in the Board of Education Office and in individual certificates issued to those employees who enroll. The provisions of the health care insurance program shall include:

1. Hospital room and board and miscellaneous covered charges
2. Out patient benefits
3. Laboratory fees, diagnostic expenses and therapy treatments

13. HEALTH CARE INSURANCE PROGRAMS (continued)

4. Maternity costs

5. Surgical costs

6. Major Medical as in 1981-83 contract

7. The Board will pay the full premium for employee dental and family prescription insurance coverage. The prescription insurance shall be in the \$1.00 co-pay plan effective July 1, 1983.

8. Effective July 1, 1984, the Board's contribution toward the dental insurance program shall be increased to include family coverage at a cost not to exceed \$300 per year per family enrollee.

14. PAYROLL SAVINGS PLAN

A. Effective July 1, 1983, employees will receive two (2) pay checks per month; one on the fifteenth (15th) of the month and one on the last working day of the month. When the fifteenth falls on a holiday or weekend, the employees will receive their pay checks on the last work day preceeding the holiday or weekend.

B. All monies currently being held on behalf of employees as a result of the six or eight percent payroll deductions previously in effect will be returned to the employees within a timetable coordinated with established payroll dates for all school personnel.

C. Employees may participate in the 10% payroll savings plan. Those persons wishing to participate will have 10% of their monthly salary withheld as a payroll deduction and transmitted to the Provident Savings Bank to be deposited in an individual account for the employee concerned. The money deposited in this account will receive the current rate of interest and be subject to the rules and regulations of the Provident Savings Bank. The Board of Education is relieved of any responsibility after forwarding the monthly salary deductions to the bank. No monies will be withheld in July or August. An initial entry period will be established with adequate time to permit participating employees to process the necessary forms.

15. CLOTHING ALLOWANCE

1. An annual clothing allowance not to exceed sixty-five (\$65.00) dollars will be granted. Reimbursement will be made within thirty (30) days of presentation by the employee of an itemized bill for approved work uniforms.

2. Present practices with respect to the provision of foul weather gear will be continued during the term of this Agreement.

16. LOCKERS

Lockers will be provided for each member.

17. EVALUATIONS

An annual evaluation of each custodial, grounds and maintenance employee shall be completed by the immediate supervisor before March 1.

18. DEDUCTION FROM SALARY

The Board agrees to deduct dues from the salaries of the Bloomfield Public School Service Association members. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S. 52:14-15.9e). Said monies shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which the deductions were made.

The Association shall certify to the Board in writing the current rate of its membership dues and shall submit a listing of Association members before June 15 of each year.

Any employee may have such deductions discontinued only by prior written notice to the Board Secretary effective January 1 or July 1 of any year. Upon termination of employment, an employee's remaining amount due for the current year shall be deducted from his final pay.

Members may participate in tax sheltered annuity programs offered by the Variable Annuity Life Insurance Company (VALIC) or the Supplemental Annuity Collective Trust of the Division of Pensions of the State of New Jersey or a combination of the two programs. Each member desiring to participate in a tax sheltered annuity program will complete the necessary salary reduction agreement for the plan or plans desired. The maximum total salary reduction that a member may specify is 10% of the annual contract salary whether the member is participating in either one or both of the plans offered. Any salary agreement for the plan offered by the Variable Annuity Life Insurance Company must be filed with the Board of Education on or before June 30th of each year. Salary reduction agreements and any changes thereto for the Supplemental Annuity Collective Trust Program will be filed with the Board of Education under the rules and regulations of the Division of Pensions of the State of New Jersey. It is each participating member's

18. DEDUCTION FROM SALARY (continued)

responsibility to maintain the necessary income tax records for either of these tax sheltered programs. The Board of Education is relieved of any responsibility after forwarding the monthly salary reduction monies to the Variable Annuity Life Insurance Company or to the Supplemental Annuity Collective Trust.

19. ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or Association member is mutually scheduled by the parties to this contract to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, after the regular work day. The Business Office and the Principal of the building shall be notified in advance of the time and place of all such meetings. Approval will be contingent upon prior scheduled use.

C. The Association shall have the right, with permission of the Superintendent, to use full facilities and equipment, including typewriters, calculating machines and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide materials and supplies incident to such use.

D. The Association shall have the right to use inter-school mail facilities and school mailboxes as it deems necessary.

E. All other Association business activities will be conducted during non-working hours.

20. LICENSE REQUIREMENT

Each full time building custodian, grounds crew member, utility man, general mechanic I and general mechanic II will be required to obtain a Black Seal fireman's license issued by the State of New Jersey during the first full year's contractual employment as one requirement for tenure status. The initial application fee (\$10.00) will be paid by the Board. If the applicant is not successful in passing the examination on the first two attempts, additional application fees will be paid by him. Annual renewal fees will be paid by the Board.

Employees covered by this contract who were employed prior to July 1, 1973, who do not possess a Black Seal license will not be required to obtain a Black Seal license.

21. HEAD CUSTODIAN - SUBSTITUTE

An Assistant Custodian or a regular full-time employee who is a member of this Association and who is assigned to assume the duties of the Head Custodian, due to the latter's absence for illness or injury, will receive the rate of pay in the higher classification on the salary guide on the sixth (6th) day if such substitute completes five (5) continuous work days as substitute for the Head Custodian. Payment will be retroactive to the first day of work in the higher position.

22. POSTING

A. All permanent vacancies in bargaining unit positions that the Board intends to fill will be posted for at least five (5) work days prior to the closing date for submitting applications. The posting will set forth qualifications and salary range. Included in the qualifications shall be seniority, leadership potential, performance, attendance and evaluation record, which qualifications, however, shall not be deemed to eliminate or preclude the consideration of such additional qualifications as the Board of Education in its discretion, may deem appropriate for any permanent vacancy.

B. All Association members who respond to the posting will be interviewed.

C. Where qualifications are equal for a contractual full-time employee who is an Association member and an outside candidate for a job, the contractual full-time employee who is an Association member will be given preference with a sixty (60) day trial period. If the employee is found to be unqualified in the sixty (60) day trial period, the employee shall revert back to his former position with full seniority, benefits and at the same increment step.